

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Syniverse Technologies, Inc. for a
 Certificate of Public Convenience and Necessity to
 Provide Resold and Facilities-Based Local
 Telecommunications Services and for Flexible
 Regulations

BEFORE THE
 PUBLIC SERVICE COMMISSION
 OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2007 - 466 - C

(Please type or print)

Submitted by: Sidney J. Evering, IISC Bar Number: 70213Address: Parker Poe Adams & Bernstein, LLPTelephone: 803-255-80001201 Main Street, Suite 1450Fax: 803-255-8017Columbia, SC 29202

Other: _____

Email: sidneyevering@parkerpoe.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other: _____

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | | |
|--|--|--|--|--|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request | |
| <input type="checkbox"/> Electric/Gas | <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification | |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation | |
| <input type="checkbox"/> Electric/Water | <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement | |
| <input type="checkbox"/> Electric/Water/Telecom. | <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment | |
| <input type="checkbox"/> Electric/Water/Sewer | <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter | |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response | |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery | |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition | |
| <input checked="" type="checkbox"/> Telecommunications | <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation | |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Discovery | <input checked="" type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena | |
| <input type="checkbox"/> Water | <input checked="" type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff | |
| <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Administrative Matter | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | | |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | | |
| | <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | | |

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February 22, 2008

FILED ELECTRONICALLY AND ORIGINAL VIA 1st CLASS MAIL SERVICE

The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: DOCKET NO. 2007-466-C – Application of Syniverse Technologies, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Telecommunications Services and for Flexible Regulation

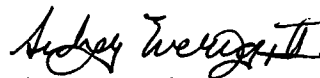
Dear Mr. Terreni:

Enclosed is the original and one (1) copy of the **Direct Testimony of David J. Robinson and an Amended Application and Revised Tariff attached as Exhibit 1 and Exhibit 2** respectively.

Please acknowledge your receipt of these documents by file-stamping the copy of this letter enclosed, and returning it in the envelope provided.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Sidney J. Evering, II

Enclosures

cc (w/encl)

Office of Regulatory Staff Legal Department

Ms. Lessie Hammonds

Mr. Tom Allen

Ms. Margaret M. Fox, Esquire

THIS DOCUMENT IS AN EXACT DUPLICATE, WITH THE EXCEPTION OF THE FORM OF THE SIGNATURE, OF THE E-FILED COPY SUBMITTED.

CHARLESTON, SC

CHARLOTTE, NC

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RALEIGH, NC

SPARTANBURG, SC

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE APPLICATION OF)

SYNIVERSE TECHNOLOGIES, INC.)

FOR A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO PROVIDE RESOLD AND)
FACILITIES BASED LOCAL)
TELECOMMUNICATIONS SERVICES AND)
FOR FLEXIBLE REGULATION WITHIN THE)
STATE OF SOUTH CAROLINA)

Docket No. 2007-466-C

**TESTIMONY OF DAVID J. ROBINSON
ON BEHALF OF
SYNIVERSE TECHNOLOGIES, INC.**

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND**
2 **TELEPHONE NUMBER.**

3
4 A. My name is David Robinson. My business address is 8125 Highwoods Palm Way,
5 Tampa, FL 33647.

6
7 **Q. WHAT IS YOUR CURRENT POSITION?**

8
9 A. I am Public Policy Manager at Syniverse Technologies, Inc.

10
11 **Q. PLEASE DESCRIBE YOUR QUALIFICATIONS.**

12
13 A. I have over 20 years of experience in the telecommunications industry. Prior to
14 my work at Syniverse, I held positions in Marketing for GTE, Verizon and Qwest Corporation
15 where my responsibilities included market planning and technology deployment. Prior to that, I
16 was Public Affairs Manager at U S WEST where my responsibilities included providing
17 legislative assessments and managing legislative research. I joined Syniverse in 2000 in their
18 Business Development organization as a Market Planner. Today, I am Public Policy Manager
19 and have responsibility for monitoring and assessing regulatory activity on behalf of Syniverse.
20 I represent my employer at organizations like Cellular Telephone and Internet Association
21 (CTIA) and Competitive Telecommunications (COMPTEL). I have a B.A. in Business
22 Administration from the University of Colorado.

23
24 **Q. HAVE YOU TESTIFIED BEFORE THE SOUTH CAROLINA PUBLIC**
25 **SERVICE COMMISSION (“COMMISSION”) PREVIOUSLY?**

26
27 A. Yes. I testified in connection with Syniverse’s application for a certificate of
28 public convenience and necessity to provide private line telecommunications services. The
29 Commission granted that certificate by Order No. 2004-39 in Docket No. 2003-290-C

1 **Q. ARE YOU FAMILIAR WITH THE APPLICATION THAT WAS**
2 **SUBMITTED BY SYNIVERSE TECHNOLOGIES, INC. (HEREINAFTER**
3 **“SYNIVERSE”) TO THE COMMISSION FOR A CERTIFICATE OF PUBLIC**
4 **CONVENIENCE AND NECESSITY TO PROVIDE RESOLD AND FACILITIES-BASED**
5 **LOCAL TELECOMMUNICATIONS SERVICES AND FOR FLEXIBLE**
6 **REGULATION?**

7
8 A. Yes I am.

9
10 **Q. DO YOU RATIFY AND CONFIRM THE STATEMENTS THAT ARE**
11 **MADE IN SYNIVERSE’S APPLICATION?**

12
13 A. Yes I do.

14
15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16
17 A. The purpose of my testimony is to describe Syniverse. and the services it seeks to
18 offer in the State of South Carolina. In addition, I will demonstrate that Syniverse maintains the
19 financial, technical, managerial, and operational capabilities to operate as a provider of
20 competitive local telecommunications services in South Carolina.

21
22 **Q. PLEASE DESCRIBE THE AUTHORITY THAT SYNIVERSE SEEKS BY**
23 **ITS APPLICATION?**

24
25 A. Syniverse seeks to offer resold and facilities-based local telecommunications
26 services in South Carolina.

27
28 **Q. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF SYNIVERSE.**
29

1 A. 100% of our common stock is owned by Syniverse Holdings, Inc., a Delaware
2 corporation owned by Syniverse Holdings, Inc., whose members include affiliates and co
3 investors of GTCR Golder Rauner, LLC and certain members of our management. Syniverse
4 Holdings, Inc., also a Delaware Corporation, owns 100% of Syniverse Technologies, Inc.'s
5 outstanding capital stock and Syniverse Holdings, Inc. owns 100% of our capital stock.
6 Syniverse is a public company listed on the New York Stock Exchange.

7
8 **Q. IS SYNIVERSE LEGALLY AUTHORIZED TO DO BUSINESS IN SOUTH**
9 **CAROLINA?**

10
11 A. Yes. Copies of Syniverse's Articles of Incorporation and Certificate of Authority
12 to Transact Business in the State of South Carolina were included with the Application.

13
14 **Q. HOW ARE YOUR SERVICES TO BE MARKETING?**

15
16 A. Syniverse has its own sales force and Syniverse uses direct marketing methods to
17 market its services to business customers. Syniverse will not use telemarketing. Syniverse will
18 abide by the laws of South Carolina and all applicable rules and regulations of the South
19 Carolina Public Service Commission regarding provisioning of competitive local exchange
20 services.

21
22 **Q. HOW WILL SYNIVERSE BILL FOR ITS SERVICES?**

23 A. Syniverse will bill its customers directly.

24
25 **Q. HOW WILL SYNIVERSE HANDLE BILLING QUESTIONS AND**
26 **CUSTOMER COMPLAINTS?**

27
28 A. Syniverse toll-free number for customer inquiries is (800) 892-2888. It is
29 answered 24-hours per day/7 days per week. In addition, customers may contact the company in

1 writing at the headquarters address and via email at david.robinson@syniverse.com. The toll
2 free number will be printed on customer's statements.

3
4 **Q. PLEASE ADDRESS SYNIVERSE'S MANAGERIAL AND TECHNICAL**
5 **QUALIFICATIONS.**

6
7 A. The management of Syniverse is well qualified to execute its business plan,
8 having extensive managerial, financial and technical expertise in the telecommunications field.
9 Syniverse provided biographical information of our executives in its application. Syniverse
10 believes that this information demonstrates its capability to offer competitive local exchange
11 telecommunications services in the State of South Carolina. Syniverse has authority to offer
12 telecommunications services in thirty-six (36) states and to offer competitive local exchange
13 services in eighteen (18) of these states.

14
15 **Q. PLEASE DESCRIBE SYNIVERSE'S FINANCIAL QUALIFICATIONS.**

16
17 A. Syniverse possesses the financial qualifications necessary to hold a Certificate of
18 Public Convenience and Necessity in the State of South Carolina. Syniverse has access to the
19 financing and capital necessary to resell telecommunications services as specified in our
20 Application. Syniverse's combined net worth was \$328.9 million for the year ended December
21 21, 2006. No circumstances have occurred since the filing that would call into question
22 Syniverse financial qualifications to offer competitive local exchange telecommunications
23 services.

24
25 **Q. PLEASE DESCRIBE THE TYPES OF SERVICES THAT SYNIVERSE**
26 **PLANS TO OFFER IN SOUTH CAROLINA.**

27
28 A. Syniverse intends to provide competitive local exchange access services, including
29 dedicated transport, local numbering resources, resold switching services and facilities-based
30 signaling in the State of South Carolina. Syniverse will offer local numbering resources to

1 enable a “remote call forwarding” type telecommunication service marketed to Tier 2 or Tier 3
2 carriers – allowing these rural and small carriers to offer their business customers the ability to
3 reach customers in several larger urban markets. Syniverse proposes to offer resold and facilities-
4 based local telecommunications services exclusively to other certified carriers and will not offer
5 services to retail end-user customers.

6
7 **Q. WHAT GEOGRAPHIC AREA DOES SYNIVERSE PROPOSE TO SERVE?**

8
9 A. Syniverse proposes to operate only in those areas served by BellSouth
10 Telecommunications/AT&T.

11
12 **Q. HAS ANY STATE EVER DENIED SYNIVERSE’S AUTHORIZATION TO**
13 **PROVIDE COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE?**

14
15 A. No.

16
17 **Q. HAS ANY STATE EVER REVOKED SYNIVERSE’S CERTIFICATION?**

18
19 A. No.

20
21 **Q. HAS THE COMPANY EVER BEEN INVESTIGATED OR SANCTIONED**
22 **BY ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING**
23 **IRREGULARITIES?**

24
25 A. No. Syniverse has no history of service or billing irregularities.

26
27 **Q. WHAT FACILITIES WILL SYNIVERSE USE TO PROVIDE ITS**
28 **PROPOSED SERVICES?**

29 A. We will purchase private network from BellSouth/AT&T to interconnect our
30 signaling network to support local calling in South Carolina.

1
2 **Q. DOES SYNIVERSE INTEND TO OFFER PREPAID DEBIT CARD**
3 **SERVICES IN SOUTH CAROLINA?**

4
5 A. Not at this time. Syniverse is aware of the Commission's \$5000 bond or
6 certificate of deposit requirement associated with prepaid debit card services, and will file such
7 an instrument with the Commission should Syniverse decide to offer these services later.

8
9 **Q. WILL SYNIVERSE HAVE AN OFFICE IN SOUTH CAROLINA?**

10
11 A. Not at this time. For this reason, Syniverse is requesting a waiver from S.C. Reg.
12 103-610 and asks that the company be allowed to maintain its books and records in its
13 headquarters location in Tampa, Florida. In the event that the Commission finds it necessary to
14 review Syniverse's books, this information will be provided upon request to the Commission or
15 Syniverse will bear the expense of travel for the Commission staff to examine the books and
16 records located outside of South Carolina.

17
18 **Q. DOES SYNIVERSE SEEK ANY OTHER WAIVERS OF COMMISSION**
19 **REGULATIONS?**

20
21 A. Yes. Syniverse requests that it be exempt from any financial recording rules or
22 regulations that require a carrier to maintain its financial records in conformance with the
23 Uniform System of Accounts ("USOA"). Syniverse maintains its records using Generally
24 Accepted Accounting Principles ("GAAP"). Syniverse also requests that it not be required to
25 publish local exchange directories. Syniverse will make arrangements with the incumbent LECs
26 whereby the names of Syniverse's customers will be included in the directories published and
27 distributed by the incumbent LECs. Syniverse is also requesting a waiver from the requirement
28 to file an operating area map because the company will be operating throughout the state in all
29 areas not served by BellSouth.

1 **Q. WHAT REGULATORY TREATMENT HAS SYNIVERSE SOUGHT IN**
2 **THIS APPLICATION?**

3
4 A. Syniverse requests flexible regulation for its local telecommunications services as
5 the Commission first granted in Docket Number 97-467-C, Order No. 980165.

6
7 **Q. IF GRANTED CERTIFICATION TO PROVIDE COMPETITIVE LOCAL**
8 **EXCHANGE TELECOMMUNICATIONS SERVICES IN SOUTH CAROLINA, WILL**
9 **SYNIVERSE ABIDE BY THE RULES AND REGULATIONS THIS COMMISSION, AS**
10 **NOW ADOPTED OR THAT MAY BE ADOPTED IN THE FUTURE?**

11
12 A. Yes we will.

13
14 **Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED**
15 **WITH SYNIVERSE'S PROPOSED OFFERINGS IN SOUTH CAROLINA.**

16
17 A. Syniverse believes its Application will further the public interest by expanding the
18 availability of competitive local telecommunications services in the State of South Carolina.
19 Syniverse will add to the array of choices South Carolina carriers, and therefore consumers, now
20 have in local telecommunications. Increased competition and choice will also serve to advance
21 the introduction of new technologies and contribute to the telecommunications infrastructure of
22 South Carolina.

23
24 **Q. HAVE YOU DISCUSSED THE APPLICATION WITH THE OFFICE OF**
25 **REGULATORY STAFF ("ORS")?**

26 A. Yes. As a result we have eliminated from the amended application Syniverse's
27 request of a waiver from reporting requirements. We have also incorporated all of the changes
28 requested by the ORS in Syniverse's proposed tariff. A revised tariff was provided to Tom Allen
29 of the ORS staff. On January 18, 2007, Mr. Allen informed Syniverse's counsel that all of his

1 changes had been incorporated into the tariff. A copy of the revised tariff is attached as **Exhibit**
2 **2** to this testimony.

3

4 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

5 **A. Yes it does.**

EXHIBIT 1

(Amended Application)

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

| | | |
|---|---|-----------------------|
| In the Matter of Application of Syniverse |) | |
| Technologies, Inc. for a Certificate of Public |) | Docket No. 2007-466-C |
| Convenience and Necessity to Provide Resold |) | Amended |
| and Facilities-Based Local Telecommunications |) | |
| Services and for Flexible Regulation |) | |

SYNIVERSE TECHNOLOGIES, INC. ("Syniverse" or "Applicant"), by its undersigned counsel and pursuant to S.C. Code Ann. § 58-9-280(B) and Section 253 of the Telecommunications Act of 1996, 47 U.S.C. § 253, hereby submits this Application to the South Carolina Public Service Commission ("Commission") for a certificate of public convenience and necessity to offer resold and facilities-based local telecommunications within the State of South Carolina. In addition, Applicant requests the Commission regulate its local telecommunications services under the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C.

1. The name and address of Applicant are:

Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, Florida 33647-1776
Telephone: (813) 637-5000
Facsimile: (813) 637-5731
Website: syniverse.com
Federal Identification Number (EIN): #06-1262301

2. All correspondence, notices and other communications regarding this Application should be directed to:

Sidney J. Evering, II
sidneyevering@parkerpoe.com
Parker Poe Adams & Bernstein LLP

P.O. Box 1509
Columbia, South Carolina 29202
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
and

Henry C. Campen, Jr.
henrycampen@parkerpoe.com
Parker Poe Adams & Bernstein LLP
Wachovia Capitol Center
150 Fayetteville Street, Suite 1400
P.O. Box 389
Raleigh, North Carolina 27602
Telephone: (919) 828-0564
Facsimile: (919) 834-4564

with copies to:

David J. Robinson
david.robinson@syniverse.com
Manager – Public Policy
Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, Florida 33647-1776
Telephone: (813) 637-5940
Facsimile: (813) 637-5731

3. Contact person regarding ongoing operations of the Applicant is:

David J. Robinson
Manager – Public Policy
Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, Florida 33647-1776
Telephone: (813) 637-5940
Facsimile: (813) 637-5731
david.Robinson@syniverse.com

Applicant's requested agent in South Carolina is:

C T Corporation System
c/o C T Corporation System
75 Beattie Place
Two Insignia Financial Plaza
Greenville, South Carolina 29601

4. Description of Applicant:

Syniverse is a corporation organized under the laws of the state of Delaware on January 8, 2002. The initial corporate name was TSI Telecommunication Network Services, Inc.. The Attached as **Exhibit A** is the Applicant's Articles of Incorporation. Also included as **Exhibit B** is the Certificate of Authority to transact business as a foreign corporation in South Carolina.

5. Customer Service:

Syniverse toll-free number for customer inquiries is (800) 892-2888. It is answered 24-hours per day/7 days per week. In addition, customers may contact the company in writing at the headquarters address and via email at david.Robinson@syniverse.com. The toll free number will be printed on customer's statements.

6. Financial, Managerial and Technical Ability:

Syniverse is financially qualified to provide competitive local exchange services in South Carolina. Syniverse is a public company traded on the New York Stock Exchange (SVR). Its most recent 10-K is included as **Exhibit C**. In particular, Syniverse has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application. Syniverse's combined net income was \$328.9 million (USD) for the year ended December 31, 2006.

Syniverse has extensive telecommunications and managerial experience. Biographies of the Applicant's officers and directors are attached hereto as **Exhibit D**. Syniverse holds a certificate of public convenience and necessity to provide private line telecommunications services in South Carolina granted by the Commission by Order No.

2004-39 in Docket No. 2003-290-C. a copy of which is attached hereto as **Exhibit E**. The Commission issued an Order Approving Change of Company Name on December 15, 2006 in Docket No. 2003-290-C (Order No. 2006-743) to reflect the name change to Syniverse from the company's initial corporate name. Syniverse has authority to offer telecommunications services in thirty-six (36) states and authority to offer competitive local exchange services in eighteen (18) of those. Syniverse has not been denied requested certification in any jurisdiction, nor has it had a permit, license, or certificate revoked by any authority.

7. Designation of Services and Proposed Service Territory:

Syniverse intends to provide competitive local exchange access services, including dedicated transport, local numbering resources, resold switching services and facilities-based signaling in the State of South Carolina. Syniverse will offer local numbering resources to enable a "remote call forwarding" type telecommunication service marketed to Tier 2 or Tier 3 carriers – allowing these rural and small carriers to offer their business customers the ability to reach customers in several larger urban markets. Syniverse proposes to offer resold and facilities-based local telecommunications services exclusively to other certificated carriers and will not offer services to retail end-user customers. Syniverse will operate only in those areas served by BellSouth Telecommunications/AT&T. Applicant's proposed tariff is included as **Exhibit F**.

8. Public Interest and Need:

Approval of this application and Applicant's proposed tariff will serve the public interest by increasing competition for local telecommunications services. Increased competition benefits consumers by providing choice, improved service quality and price competition.

The objective of the Telecommunications Act of 1996 was to foster competition in the provision of local telecommunications services. This authority sought in this application is consistent with the objective of the Telecommunications Act of 1996.

The granting of Applicant's application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Syniverse will seek to enter into a stipulation with the South Carolina Telephone Coalition with respect to providing service in rural areas. Syniverse is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas.

9. Waivers and Regulatory Compliance:

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. **Financial Recordkeeping:** Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts (“USOA”). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles (“GAAP”). GAAP is used extensively by competitive local exchange carriers and interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant’s operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. **Maintenance of Books and Records:** In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Tampa, Florida. In the event that the Commission finds it necessary to review Applicant’s books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. **Local Exchange Directories/Operating Map:** Applicant requests that it not be required to publish local exchange directories since it will serve carriers only and not retail end-user customers. Applicant also requests that it not be required to file an operating area map since Syniverse will operate within the service area of BellSouth.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the states' local exchange and resale market.

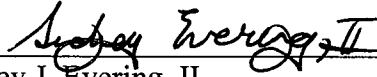
10. Flexible Regulation of Local Exchange Services:

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

11. Conclusion:

This Application demonstrates that the Company possesses the technical, financial and managerial resources to provide local exchange service within the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass the resulting costs savings on to consumers. In addition, as a result of competition, the overall quality of service will improve.

Respectfully submitted,



Sidney J. Evering, II

sidneyevering@parkerpoe.com

S.C. Bar No. 70213

Parker Poe Adams & Bernstein LLP

1201 Main Street, Suite 1450

P.O. Box 1509

Columbia, South Carolina 29202

Telephone: (803) 255-8000

Facsimile: (803) 255-8017

Dated: February 22nd, 2008

EXHIBIT 2
(Revised Tariff)

**TARIFF SCHEDULE APPLICABLE TO RESOLD AND FACILITIES-BASED
COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES WITHIN
THE STATE OF SOUTH CAROLINA ISSUED BY
SYNIVERSE TECHNOLOGIES, INC. (SYNIVERSE)**

Issued: _____, 2007

Effective: _____

ISSUED BY: David Robinson, Manager - Public Policy
Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647-1776

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: _____, 2007

Effective: _____

ISSUED BY: David Robinson, Manager - Public Policy
Syniverse Technologies, Inc.
8125 Highwoods Palm Way
Tampa, FL 33647-1776

CHECK SHEET

Sheets 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| <u>Page</u> | <u>Number of Revision</u> |
|-------------|---------------------------|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
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1 GENERAL

1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in South Carolina. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide. Calling areas are consistent with AT&T's tariff.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Syniverse Technologies, Inc.
- 1.3.2 "Commission" means the South Carolina Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any certified carrier who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

Applicant intends to offer dedicated private line, interexchange, and local exchange telecommunications services on a facilities-based and resale basis to other certified carriers.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

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- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the

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customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections,

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facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or

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employees of the Company except where contracted
by the Company.

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2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Local exchange services and pricing is obtained on an individual case basis (ICB) and is initiated upon requests from customers. Payment for services shall be governed by applicable Syniverse negotiated interconnection contract price in effect at the time service is provided. Syniverse manages its own billing system.

2.4.2 Pricing and service guarantees are negotiated and supplied to the customer in accordance with agreements negotiated with Carriers. In addition, Carriers must provide terms consistent with the pertinent laws and regulations, including the following:

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2.4.3 Minimum Contract Period

2.4.3.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.3.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.3.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

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2.4.4 Cancellation of Service

2.4.4.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.4.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.4.2.A The total costs of installing and removing such facilities; or

2.4.4.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.4.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5 Payment for Service

2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

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2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 The Company will not collect attorney fees or court costs from customers.

2.6 Allowance for Interruptions in Service

2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by the South Carolina Public Service Commission.

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2.7 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.8 Unlawful Use of Service

2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

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2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.9 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.10 Telephone Solicitation by Use of Recorded Messages

2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.11 Overcharge/Undercharge

2.11.1 Overcharge/undercharge provisions will be in accordance with South Carolina State Law

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2.11.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Individual Case Basis ("ICB") Offerings

3.1.1 The tariff may not specify the price of a service in the tariff as "ICB." The quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.2 SYNIVERSE SWITCHED TRANSPORT

- Provisioned via FGD truck groups, the customer shall specify:
- a. A reference to existing signaling connections or reference to a related signaling connection order,
 - b. Local Switching options, if any
 - c. For SS7 Signaling Connections, STP point codes and location identifier codes, circuit identification codes and switch type
 - d. For SS7 Signaling Connections, specification of the level of diversity in its network,
 - e. The customer shall specify 64 CCC Local Switching Options, if any.
 - f. Service Installation Guarantees are negotiated via contractual basis
 - g. Local switching charges can be provided on an individual case basis (ICB).

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3.3 Syniverse Signaling

This service allows the customer to receive signals for call set-up out of band. This option is available via Feature Group D truck groups purchased by Syniverse. This option requires the establishment of a CCS7 Signaling Connections and CCS7 Signaling Terminations between the customer's signaling point of interface and the Company-designated Signal Transfer Point (STP). A minimum of one pair of one quad of CCS7 Connections and Terminations is required.

3.3.1 CALL RELATED DATABASES AND TCAP MESSAGE TRANSMISSION.

Database services provide customers network intelligence to deliver TCAP messages to end users. This service allows customers to deliver TCAP messages and provides for the transmission of information corresponding to TIA Interim Standard 41 (Sub-systems 005-010) over a customer's SS7 Signaling Connection. TCAP Messages will be routed according to originating and destination point codes provided by the customer. This option requires the utilization of SS7 Signaling Connections and SS7 Signaling Terminations between the customer's signaling point of interface and each of the Company's Local Signal Transfer Points (STPs) within the LATA. This service is available where facilities and switching capability are available.

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3.4 Syniverse Dedicated Transport Services

Interoffice Channels are provided between the customer serving wire center to any of the following customer designated points: (1) the Company end office, (2) the Access Tandem, (3) Company Facility Hub (Hub), or between (4) a Hub to Company end office, or (5) a Hub to an Access Tandem and, (6) a Hub to a Hub. Such systems include point-to-point or multi-point service with data transport speeds adaptable to meet customer needs. SYNIVERSE offers private line or "point-to-point" circuits in the following configurations:

DS-0 (single circuit) private line dedicated point-to-point circuit service for data transport speeds of 56 Kbps or 64 Kbps

DS-1 (T1) services for data transport speeds of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

DS-3 (T45) for data transport speeds of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity data transport and network infrastructure

OC-(X), which variably combines DS-3 or larger bandwidth circuits for very high-speed data transport services.

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4 RATES AND CHARGES**4.1 Switched Transport**RATE**A. Tandem-Switched Transport Termination**

Per Access Minute ICB

B. Tandem-Switched Transport Facility

Per Access Minute per mile ICB

**C. Originating Switching Charge (for Local
Switching options, if any, as described in
Section 3.2).**

Per Access Minute ICB

D. Terminating Switching Charge

Per Access Minute ICB

**4.2 SS7 Signaling Connections, SS7 Signaling Terminations and SS7
Access Arrangement Usage****1. SS7 Signaling Connection**

| | Monthly Rate | Nonrecurring Charge |
|--------------------------|-----------------|------------------------|
| (a) Per 56 kbps facility | \$155.00 | \$150.00 |

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4.2 SS7 Signaling Connections, SS7 Signaling Terminations and SS7 Access Arrangement Usage - cont'd**2. SS7 Signaling Termination**

(a) Per STP port \$337.05

3. SS7 Signaling Usage

| | <u>RATE</u> |
|-------------------------------------|-------------|
| (a) Call Set-Up, per message (ISUP) | \$0.000035 |
| (b) TCAP, per message | \$0.000123 |

4. SS7 Point Code Establishment or Change

| | <u>First</u> | <u>Additional</u> |
|---|--------------|-------------------|
| (a) Originating Point Code, Established or Changed | \$40.00 | \$8.00 |
| (b) Per Destination Point Code, Established or Changed | \$8.00 | \$8.00 |

4.3 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE)

| | |
|--|-----|
| Design Change will apply when an engineering review is required. | ICB |
|--|-----|

| | |
|---|-----|
| Private Line Service Order Modification Charge will apply on a per occurrence basis. | ICB |
|---|-----|

| | |
|---|-----|
| Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. | ICB |
|---|-----|

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4.3 SYNIVERSE DEDICATED TRANSPORT (PRIVATE LINE) - cont'd

Expedited Order Charge ICB
will apply on a per order,
per occurrence basis.

Design Change ICB
will apply when an engineering
review is required.

Private Line Service Order Modification Charge ICB
will apply on a per occurrence basis.

Service Date Change Charge ICB
will apply on a per order, per occurrence basis
for each service date changed.

Design Change Charge ICB
will apply on a per order, per occurrence
basis, for each order requiring a Design Change.

Expedited Order Charge ICB
will apply on a per order, per occurrence basis.

4.4 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES

4.4.1 Service Implementation Charges

| | | |
|----|---------------------------------|-----|
| A. | Installation Charge Per Service | |
| | DS-0 | ICB |
| | DS-1 | ICB |
| | DS-3 | ICB |
| | OC-3 | ICB |
| | OC-12 | ICB |

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4.4 SYNIVERSE DEDICATED TRANSPORT IMPLEMENTATION CHARGES - cont'd

B. Monthly Charge Per Service

| | |
|-------|-----|
| DS-0 | ICB |
| DS-1 | ICB |
| DS-3 | ICB |
| OC-3 | ICB |
| OC-12 | ICB |

4.4.2 Change Charges

| | |
|---------------------|-----|
| A. Service Date | ICB |
| B. Design Changes | ICB |
| C. Expedite Charges | ICB |

4.4.3 Cancellation Charges

| | |
|-----------|-----|
| Per Order | ICB |
|-----------|-----|

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